

Eaton Corporation
伊顿公司
END-USER LICENSE AGREEMENT
终端用户许可协议

Last Revised Date: 2019/7/9
最后修订日期: 2019/7/9

IMPORTANT, READ CAREFULLY. THIS END USER LICENSE AGREEMENT (THE "AGREEMENT") IS A BINDING CONTRACT BETWEEN YOU, THE END-USER (THE "LICENSEE") AND EATON CORPORATION OR ONE OF ITS AFFILIATES ("EATON" OR "LICENSOR"). BY DOWNLOADING, INSTALLING OR USING THIS SOFTWARE PRODUCT, YOU, THE LICENSEE, ARE AGREEING TO BE BOUND BY THE TERMS, CONDITIONS, AND LIMITATIONS OF THIS AGREEMENT. READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY RETURN THE UNUSED SOFTWARE PRODUCT TO EATON CORPORATION.

重要，请仔细阅读。本终端用户许可协议（以下简称“本协议”）是您，即终端用户（以下简称“被许可方”）与伊顿公司或其关联公司（以下简称“伊顿”或“许可方”）之间的具有约束力的合同。通过下载、安装或使用本软件产品，您，即被许可方，同意受本协议的条款和限制的约束。在下载、安装或使用本软件之前，请仔细阅读本协议的条款。如果您不同意本协议的条款，请立即将未使用的软件产品退回伊顿公司。

1. Ownership. Eaton owns all rights, title and interest in, and to, without limitation, all intellectual and proprietary rights of any and all featured products or parts, including, but not limited to, any models, data, or formulas exhibited in the Product Software, and, except for the limited license granted to you herein, nothing in this Agreement shall be construed to restrict, transfer, convey, encumber, alter, impair or otherwise adversely affect Eaton's ownership or proprietary rights therein or any other of Eaton's information, processes, methodologies, products, goods, services, or materials, tangible or intangible, in any form and in any medium. You may not copy, decompile, or reverse engineer any of the products featured in the Product Software. There may be other content in the Product Software that is not owned by Eaton, and the Authorized Party should respect those property rights as well. All rights not expressly granted herein are reserved to Eaton.

1. 所有权。伊顿拥有所有权利、所有权和利益，包括但不限于任何特定产品或部件（包括但不限于本产品软件中显示的任何型号、数据或公式）的所有知识产权，除本协议授予您的有限许可外，本协议中的任何内容均不得解释为限制、转移、转让、增设产权负担、改变、损害或以其他方式不利地影响伊顿在其中的所有权或产权或其他任何形式和任何媒介、有形或无形的信息、流程、方法、产品、商品、服务或材料。您不得复制、反向编译或反向工程产品软件中的任何产品特征。本产品软件中可能还有其他非伊顿所有的内容，被授权方也应尊重这些产权。本协议未明确授予的所有权利均由伊顿保留。

2. License Grant. Subject to the terms and conditions of this Agreement, Eaton hereby grants to you a limited, non-transferable, non-sublicensable, non-assignable, non-exclusive and revocable license to access and use the Product Software in conjunction with the operation of Eaton products to which the Product Software pertains or other products as described by Eaton in any user guides and manuals for access to and use of the Product Software (“**Documentation**”) solely for your own internal business purpose use and only in a manner that is consistent with the terms of this Agreement (“**License**”).

2. 授予许可。在遵守本协议条款的前提下，伊顿特此授予您一项有限的、不可转移的、不可分许可的、不可转让的、非排他的和可撤销的许可，以仅出于您自己的内部业务目的，并且只能以符合本协议的条款的方式访问和使用产品软件，以配合本产品软件所属的伊顿产品或伊顿在任何关于访问和使用产品软件的用户指南和手册中（“文档”）所描述的其他产品的运行（“许可”）。

3. Restrictions and Requirements This Agreement does not allow you to copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Product Software, or any updates or upgrades, or any part thereof. You may not use any part of the Product Software to establish any independent data files, databases, compendiums or any other reference materials. Any attempt to do so is a violation of the rights of Eaton. If you breach these restrictions, you may be subject to prosecution and damages.

3. 限制和要求。本协议不允许您对产品软件或其任何部分进行复制、反向编译、反向工程、反向汇编、试图获取产品软件的源代码、修改或创建衍生作品，或任何更新或升级。您不得使用产品软件的任何部分来建立任何独立的数据文件、数据库、概要或任何其他参考资料。任何这样做的企图都是对伊顿权利的侵犯。如果您违反这些限制，您可能会受到起诉和被要求损害赔偿。

4. Transfer and Assignment Restrictions. Licensee will not sell, assign, lease, sublicense, encumber, or otherwise transfer its interest in this Agreement or in the Software, or the Documentation in whole or in part, or allow any other person (except Licensee's bona fide employees and contractors) or entity, including any parent or subsidiary of Licensee or other subsidiary of Licensee's parent, to use the Software without the prior written consent of Eaton. Licensee may transfer the Software directly to a third party only in connection with the sale of the Eaton product in which it is installed, and only after the transferee has agreed in writing to be bound by the terms herein. In the event of such a sale, Licensee may not keep any copies of the Software or any portion thereof.

4. 转移和转让限制。被许可方不得出售、转让、租赁、分许可、增设产权负担或以其他方式转让其在本协议、本软件或文档中的全部或部分权益，未经伊顿事先书面同意，被许可方不得允许任何其他人（被许可方的善意雇员和承包商除外）或实体，包括被许可方的任何母公司、子公司或被许可方母公司的其他子公司使用本软件。被许可方仅在销售安装该软件的伊顿产品时，并且仅在受让方书面同意受本协议条款约束后可以将软件直接转让给第三方。如果发生此类销售，被许可方不得保留本软件的任何副本或其任何部分。

5. Updates and Events Outside Eaton's Control. Eaton may update or upgrade the Product Software at any time. Certain functions of the Product Software may be modified or discontinued as a result of any such updates or upgrades. If Eaton elects to provide maintenance or support of any kind, Eaton may terminate that maintenance or support at any time without notice to you. The terms and conditions of this Agreement shall govern any upgrades or updates provided by Eaton that replace and/or supplement the original Product Software, unless such upgrade is accompanied by, or references, a separate license agreement in which case the terms of that license agreement shall govern.

5. 伊顿控制之外的更新和事件。伊顿可能随时更新或升级本产品软件。由于任何此类更新或升级，产品软件的某些功能可能会被修改或终止。如果伊顿选择提供任何形式的维护或支持，伊顿可在不通知您的情况下随时终止该维护或支持。本协议的条款适用于伊顿提供的替换和/或补充原始产品软件的任何升级或更新，除非该升级附带或引用单独的许可协议，在这种情况下，适用该许可协议的条款。

Eaton will not be liable or responsible for any failure to perform, or delay in performance of, any of Eaton's obligations under this Agreement that is caused by any act or event beyond Eaton's reasonable control, including but not limited to, acts of God, failure of public or private telecommunications networks, changes in law or regulation, or any other force majeure event or circumstance, whether or not foreseeable.

伊顿对因超出伊顿合理控制的任何行为或事件所造成的任何履行不能或延迟履行本协议规定的义务，不承担任何责任或义务，包括但不限于自然灾害、公共或私人电信网络的故障、法律法规的变化，或任何其他不可抗力事件或情况，无论是否可预见。

6. Disclaimer of Warranties. TO THE EXTENT PERMITTED BY LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE PRODUCT SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT OF THE PRODUCT SOFTWARE IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCT SOFTWARE AND ANY SERVICES PERFORMED OR PROVIDED BY OR IN CONNECTION WITH THE PRODUCT SOFTWARE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL BUGS AND FAULTS AND WITHOUT WARRANTY OF ANY KIND. EATON AND ITS AFFILIATES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH RESPECT TO THE PRODUCT SOFTWARE AND ANY SERVICES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT WITHOUT LIMITATION, ANY IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, SECURITY, COMPLETENESS, TIMELINESS, ACCURACY, QUIET ENJOYMENT, TITLE, FREEDOM FROM COMPUTER VIRUSES, AND OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NEITHER EATON, NOR ANY OF ITS AFFILIATES, WARRANT THAT THE FUNCTIONS OR SERVICES CONTAINED IN, ACCESSED FROM, PERFORMED BY, DISPLAYED ON, LINKED TO/FROM, OR PROVIDED BY, THE PRODUCT SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PRODUCT SOFTWARE OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, TIMELY, SECURE, OR THAT DEFECTS OR ERRORS IN THE PRODUCT SOFTWARE OR SERVICES WILL BE CORRECTED, OR THAT THE PRODUCT SOFTWARE WILL BE COMPATIBLE WITH ANY SYSTEM, OR THAT THE PRODUCT SOFTWARE WILL BE FREE FROM WORMS, VIRUSES, MALWARE, TROJAN HORSES, OR OTHER HARMFUL OR DISABLING COMPONENTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY EATON, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY. YOU ASSUME THE ENTIRE COST OF ANY AND ALL NECESSARY REPAIRS IN THE EVENT YOU EXPERIENCE ANY LOSS OR DAMAGE ARISING FROM THE USE OF THE PRODUCT SOFTWARE OR ANY RELATED GOODS OR SERVICES. IF YOU ARE DISSATISFIED WITH THIS AGREEMENT, THE PRODUCT SOFTWARE AND/OR ANY RELATED GOODS OR SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PRODUCT SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

6.免责声明。在法律允许的范围内，您明确承认并同意使用产品软件的风险由您自行承担，并且产品软件的质量、性能、准确性和效果的全部风险由您承担。在法律允许的最大范围内，本产品软件和由本产品软件执行、提供或与本产品软件相关的任何服务均按“现状”和“现有”的基础提供，包含所有错误和缺陷，且不提供任何一种保证。伊顿及其关联公司特此声明，不对产品软件 and 任何服务提供任何形式的担保和条件，无论是明示的、暗示的、法定的或其他，包括但不限于任何暗示的担保和/或适销性条件、符合要求的质量、特定用途的适用性、安全性、完整性、及时性、准确性、平静受益权、所有权、无计算机病毒以及不侵犯第三方权利。伊顿及其任何关联公司均不保证产品软件中包含、访问、执行、显示、链接或提供的功能或服务将满足您的要求，不保证产品软件或服务的运行将不会中断、无错误、及时、安全，或产品软件或服务中的缺陷或错误将得到纠正，或产品软件将与任何系统兼容，或产品软件将不会有病毒、恶意软件、木马程序或其他有害组成部分。伊顿、其关联公司或其各自授权代表所提供的任何口头或书面信息或通知均不得构成保证。如果您因使用本产品软件或任何相关产品或服务而遭受任何损失或损害，您将承担所有必要的维修费用。如果您对本协议、产品软件和/或任何相关产品或服务不满意，您唯一且排他的救济措施是停止使用产品软件。某些司法管辖区不允许排除暗示保证或对消费者适用的法定权利的限制，因此上述排除和限制可能不适用于您。

7. Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL EATON OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, LICENSORS, REPRESENTATIVES, ATTORNEYS AND/OR BUSINESS PARTNERS, NOR ANY PARTY INVOLVED IN THE CREATION, PRODUCTION, OR TRANSMISSION OF THE PRODUCT SOFTWARE, BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, STATUTORY, PUNITIVE, ACTUAL, LIQUIDATED, EXEMPLARY, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PRODUCTION, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR LOSS OF USE, PAIN AND SUFFERING, EMOTIONAL DISTRESS OR SIMILAR DAMAGES, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PRODUCT SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF EATON OR THE AFOREMENTIONED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.责任限制。在法律允许的范围内，在任何情况下，伊顿或其官员、董事、雇员、关联公司、代理人、许可方、代表、律师和/或业务合作伙伴，或参与产品软件的创造、生产或传输的任何参与方均不对任何类型的任何损失或损害承担任何责任，包括但不限于任何直接的、间接的、继发性的、特殊的、法定的、惩罚的、实际的、违约的、惩戒的、后果性的或其他损失，包括但不限于因您使用或无法使用产品软件而产生的或有关的利润损失、收入损失、数据损失、生产损失、商誉损失，业务中断或使用损失、疼痛和痛苦、精神损害或类似损害，而无论基于何种责任理论（合同，侵权或其他）或者即使伊顿或上述各方已被告知上述损失的可能性。

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF EATON OR THE AFOREMENTIONED PARTIES, REGARDLESS OF THE TYPE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE GREATER OF \$100.00 OR THE AMOUNT THE AUTHORIZED PARTY PAID TO EATON AND/OR THE AFOREMENTIONED PARTIES FOR THE APPLICABLE GOOD OR SERVICE OUT OF WHICH THE LIABILITY AROSE.

在法律允许范围内，在任何情况下，伊顿或上述方的全部责任，无论是基于合同、侵权还是其他何种行为，均不超过100美元或被授权方支付给伊顿和/或上述方的产生该责任的商品或服务的金额（以价高者为准）。

8. Indemnification. You agree to indemnify, defend, and hold harmless Eaton, including its officers, directors, employees, affiliates, agents, licensors, representatives, attorneys, business partners, and respective successors and assigns (“**Indemnified Parties**”) from and against any and all claims, demands, actions, liabilities, judgments, awards, losses, damages, costs and expenses (including reasonable attorneys’ fees, costs of defense, and direct, indirect, punitive, special, individual, consequential, or exemplary damages), Eaton or any of the Indemnified Parties suffer in relation to, arising from, or from the purpose of avoiding, any claim or demand from a third party that relates to your: (a) breach or violation of this Agreement; (b) infringement, misappropriation or any violation of the rights of any other party; (c) violation or non-compliance with any applicable law, rule, guidelines, acts, decrees, orders or regulations; (d) use, alteration or export of the Product Software (or any component thereof) in violation of this Agreement; and (e) the use of the Product Software by you or any person using your account. Eaton and its affiliates reserve the right to assume the exclusive defense and control of any claims or actions subject to indemnification by you and all negotiations for its settlement or compromise, and you agree to fully cooperate with Eaton and its affiliates upon request by Eaton.

8. 赔偿。您同意保证就伊顿的损失，包括其管理人员、董事、雇员、关联公司、代理人、许可人、代表、律师、业务合作伙伴以及各自的继承人和受让人（“**受偿方**”），因产生于或为避免第三方因以下与您有关的下列事项提出的索赔进行辩护和赔偿，并保证伊顿及受偿方免于因此遭受任何赔偿、辩护并使其不受任何索赔、要求、诉讼、责任、判决、裁决、损失、损害赔偿金、费用和开支（包括合理的律师费、辩护费、以及直接的、间接的、惩罚性、特殊的、个人的、后果性的或惩戒性损害赔偿）的损害：（a）违反本协议；（b）侵权、滥用或任何侵犯任何其他方权利的行为；（c）违反或不遵守任何适用的法律、规则、准则、法令、裁决、命令或规章；（d）违反本协议使用、更改或出口产品软件（或其任何组件）；（e）您或使用您帐户的任何人使用本产品软件。伊顿及其关联公司保留对您的任何索赔或诉讼以及所有有关其协商或和解的谈判进行独家辩护和控制的权利，并且您同意应伊顿的要求，与伊顿及其关联公司充分合作。

9. Termination. This Agreement is effective for an unlimited duration unless and until terminated as set forth herein. Your rights under the license granted shall terminate automatically without notice from Eaton if you fail to comply with any terms or conditions of this Agreement. Upon termination of this Agreement, you shall cease all use of the Product Software, and destroy all copies, full or partial, thereof. Any provision of this Agreement which by its nature must survive the termination of this Agreement to give effect to its meaning shall survive such termination.

9. 终止。本协议在无限期内有效，除非依据本协议提前终止。如果您未遵守本协议的任何条款或条件，您被授予许可的权利将在伊顿不另行通知的情况下自动终止。本协议终止后，您应停止使用本产品软件，并销毁其全部或部分副本。根据其性质应在本协议终止后继续有效的任何条款，应在本协议终止后继续有效。

10. Miscellaneous Provisions.

10. 其他规定

10.1 For Authorized Parties in California. In compliance with California Civil Code § 1789.3, an Authorized Party residing in California has the right to contact Eaton with any complaints or to seek additional information. Such Authorized Party may email Eaton at dataprotection@eaton.com or write to: Attn: Global Data Protection and Privacy Office, Eaton, 1000 Eaton Blvd., Cleveland, OH 44122.

10.1 适用于加利福尼亚州的被授权方。根据加州民法典第 1789 条第 3 款的规定，居住在加州的被授权方有权就任何投诉事项与伊顿联系或寻求其他信息。被授权方可向伊顿 dataprotection@eaton.com 发送电子邮件或写信邮寄至：Attn: Global Data Protection and Privacy Office, Eaton, 1000 Eaton Blvd., Cleveland, OH 44122

If Authorized Parties in California have any questions or complaints about Eaton they may also contact: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs through writing at 400 R Street, Suite 1080, Sacramento, CA 95814, or by telephone at (916) 445-1254 or (800) 952-5210. Hearing impaired persons may call (916) 928-1227 or (800) 326-2297 via TTY device.

如果在加州的被授权方对伊顿有任何问题或投诉，他们也可以联系加州消费者事务部消费者服务部投诉援助组（The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs），可通过写信邮寄至 400 R Street, Suite 1080, Sacramento, CA 95814，或拨打电话(916) 445-1254 或(800) 952-5210，听力受损者可通过 TTY 设备拨打(916) 928-1227 或 (800) 326-2297。

10.2 Amendments. Eaton may modify, add or remove any of the terms and conditions of this Agreement at its sole discretion at any time without prior notice. You will know when a change to this Agreement has been made, as there

will be a change to the "Last Revised Date" noted at the start of this Agreement. You should visit this registration site from time to time to review the current terms of the Agreement. Any changes will be effective from the Last Revised Date. Your continued use of the Product Software after such modifications are made to the Agreement will mean that you accept and agree to be bound by and comply with such changes and updates.

10.2 修改。伊顿可自行决定随时修改、添加或删除本协议的任何条款和条件，而无须事先通知。您将知道本协议何时发生更改，因为本协议开始时注明的“最后修订日期”将有所变更。您应该不时地访问此注册网站，以查看协议的当前条款。任何更改将从最后修订日期起生效。在本协议作出此修改后，您继续使用本产品软件的行为将意味着您接受并同意受此类更改和更新的约束，并遵守这些更改和更新。

10.3 Notices. All notices required to be sent hereunder will be in writing and will be deemed to have been given when mailed by first class mail to the address shown below:

10.3 通知。在本协议项下所有需要发送的通知将以书面形式发出，并将被视为已通过一类邮件发送到如下地址：

LICENSE NOTICES 许可通知
EATON LEGAL DEPARTMENT
Eaton Center
1000 Eaton Blvd.
Cleveland, OH 44122-6058
(440) 523-5000
俄亥俄州克里夫兰伊顿 Blvd. 1000 号伊顿总部法律部 (440) 523-5000

10.4 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

10.4 可分割性。如果本协议的任何条款被认为无效或不可执行，本协议的其余条款将保持完全有效。

10.5 Waiver. No failure or delay by Eaton or its affiliates to exercise any right or enforce any obligation shall impair or be construed as a waiver or ongoing waiver of that or any other right or power. Waiving one breach will not be construed to waive any succeeding breach. All waivers must be in writing and signed by the party waiving rights.

10.5 弃权。伊顿或其关联公司未能或延迟行使任何权利或履行任何义务，均不应损害或被解释为对该权利或任何其他权利或权力的放弃或正在放弃。放弃追究一项违约行为并不会被解释为放弃追究任何其后的违约行为。所有弃权书必须以书面形式签署，并由弃权方签字。

10.6 Compliance with License and Laws. You shall comply with all federal, state, local and foreign laws, regulations, rules and ordinances pertaining to the license granted to you under this Agreement.

10.6 许可和法律合规。您应遵守与本协议项下授予您的许可有关的所有联邦、州、地方和外国法律、法规、规章和条例。

10.7 Export Restrictions and U.S. Government Restricted Rights. You agree that you will not provide access to or use of the Product Software to any citizen of a country to which access or use thereof is barred, or to which exports or shipments are barred, or to anyone on the U.S. Treasury Department's list of Specially Designated National or the U.S. Department of Commerce Denied Person's List or Entity List or any other restricted parties lists by the United States government. Further, you will not ship, transfer or export the Product Software into any country or use the Product Software in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Product Software is identified as export controlled items under the Export Laws, you represent and warrant that you are not a citizen of, or otherwise located within, an embargoed nation and that you are not otherwise prohibited under the Export Laws from receiving access to or using the Product Software. All rights to access and use of the Product Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this Agreement.

10.7 出口限制与美国政府限制权利。您同意，您不会向禁止访问或使用或禁止出口或货运的国家的任何公民或者在美国财政部的特别指定国民名单、美国商务部拒绝人员列表、实体列表或其他美国政府限制方列表上的任何人提供对产品软件的访问或使用。此外，您不得向《美国出口管理法》或其他出口法律、限制或法规（统称为“出口法”）禁止的国家购买、转让或出口产品软件，或以“出口法”禁止的任何方式使用产品软件。此外，如果根据“出口法”将产品软件确定为出口管制物品，则您应声明并保证您不是禁运国家的公民或以其他方式位于禁运国家内，并且您不被出口法禁止接收或使用产品软件。如果您未能遵守本协议的条款，您将被没收所有访问和使用本产品软件的权利。

If the Software is licensed to agencies of the U.S. Government, the Software is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. § 12.212, and is provided to the U.S. Government only as a commercial end item. Consistent with 48 C.F.R. § 12.212 and 48 C.F.R. §§ 227.7202-1 through 227.7202-4, all U.S.

Government End Users acquire the Software with only those rights set forth herein. Contractor/manufacturer is Eaton Corporation, 1000 Eaton Boulevard, Cleveland, Ohio 44122.

如果本软件被许可给美国政府机构，则该软件是根据《美国联邦法规》第 48 卷第 2 条第 101 款定义的“商业项目”，由“商业计算机软件”和“商业计算机软件文档”组成，这些术语在《美国联邦法规》第 48 卷第 12 条第 212 款中使用，仅作为商业终端项目提供给美国政府。根据《美国联邦法规》第 48 卷第 12 条第 212 款和《美国联邦法规》第 48 卷第 227 条第 7202 款第 1 项至第 4 项规定，所有美国政府终端用户仅获得本协议所述的权利。承包商/制造商是 Eaton Corporation, 1000 Eaton Boulevard, Cleveland, Ohio 44122。

10.8 Third Party Intellectual Property Rights. Certain items of software included with the Product Software may be subject to “open source” or “free software” licenses (“**Open Source Software**”). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of this EULA. Instead, each item of Open Source Software is licensed under the terms of the end user license that accompanies such Open Source Software. Nothing in this Agreement limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. To the extent there are any conflicts between the terms of this Agreement and any Open Source Software license corresponding to the open source component(s) of the software included with the Product Software or additional obligations by such Open Source Software license that are not set forth in this Agreement, the terms of the Open Source Software license will control. Eaton provides the Open Source Software to you “as is” without any indemnities or warranties of any kind.

10.8 第三方知识产权。 产品软件中包含的某些软件项目可能受“开源”或“免费软件”许可（“开源软件”）的约束。一些开源软件归第三方所有。开源软件不受本 EULA 条款和条件的约束。相反，开源软件的每一项都是根据该开源软件附带的终端用户许可条款获得许可的。本协议中的任何内容均不限制您在任何适用的开源软件终端用户许可的条款下享有的权利，或授予您替代这些条款的权利。如果本协议的条款与本软件产品包含的开源软件组件对应的开源软件许可或该开源软件许可规定的、未在本协议中提及的其他义务之间存在冲突，适用开源软件许可的条款。伊顿“按原样”向您提供开源软件，不提供任何形式的赔偿或保证。

10.9 Confidentiality. All information provided in Product Software is Eaton's confidential information. The Authorized Party agrees that it shall not use or disclose Eaton's confidential information without the prior written consent of Eaton, except to share it with the Authorized Party's employees who have a need to know the information and are bound by a duty of confidentiality covering the information that is at least as restrictive as the obligations in this Agreement.

10.9 保密。 产品软件中提供的所有信息均为伊顿的保密信息。被授权方同意，未经伊顿事先书面同意，不得使用或披露伊顿的保密信息，除非是与确实需要知悉保密信息且受到至少与本协议规定义务具有同等严格程度的保密义务约束的被授权方员工分享。

10.10 Governing Law. To the extent not prohibited by law, you agree that this Agreement and all disputes, claims, actions, suits or other proceedings arising hereunder shall be governed by, and construed in accordance with, the substantive law of the State of Ohio applicable to contracts wholly made and to be performed within the State of Ohio, and to irrevocably submit to the sole and exclusive jurisdiction of the courts of Ohio or the Federal courts of the Northern District of Ohio, and to irrevocably consent to the exercise of personal jurisdiction by such courts and waive any right to plead, claim or allege that Ohio is an inconvenient forum.

10.10 管辖法律。 在法律未禁止的范围内，您同意本协议以及根据本协议产生的所有争议、索赔、权利要求、诉讼或其他诉讼程序均受适用于合同完全在俄亥俄州制定并履行的俄亥俄州实体法的管辖和解释，同意不可撤销地提请俄亥俄州法院或俄亥俄州北区联邦法院行使专属和排他的管辖权，不可撤销地同意这些法院行使属人管辖权，并放弃任何请求、主张或声称俄亥俄州法院不便管辖的权利。

10.11 Entire Agreement. This Agreement constitutes the entire agreement between you and Eaton regarding the use of the Product Software and supersedes any prior or contemporaneous understandings and agreements between you and Eaton related to its subject matter.

10.11 完整协议。 本协议构成您与伊顿之间关于使用本产品软件的完整协议，并取代您与伊顿之间之前或同时关于本协议的标的达成的任何理解和协议。

Eaton Corporation EULA
伊顿公司终端用户许可协议